

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No.	09/814,607
Applicant:	Rick V. Murakami et al.
Title:	METHODS FOR BIOMETRIC AUTHENTICATION THROUGH LAYERING BIOMETRIC TRAITS
Filed:	March 22, 2001
TC/A.U.	2131
Examiner	Aravind K. Moorthy
Docket No.	36360/1.14 (formerly 9437.15)
Customer No.	32642
Confirmation No.	4149

Mail Stop Petition
Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

SECOND RENEWED PETITION UNDER 37 C.F.R. § 1.137(b)

This paper is submitted in response to the Office of Petitions' Decision on Petition under 37 CFR § 1.137(b) mailed January 3, 2008 (hereafter Decision), in the above-referenced matter, Application No. 09/814,607 (hereafter "Application"). The Office dismissed the Renewed Petition mailed October 9, 2007 (hereafter "Renewed Petition") because the Renewed Petition allegedly did not provide a statement that the entire delay in filing the required reply, and corresponding grantable petition pursuant to 37 C.F.R. § 1.137(b), was unintentional and, in particular, that the statement was not made by the "party having the right or authority to reply to avoid abandonment." *See* Decision Pg. 2 ¶ 6.

The Decision states that, "[t]he question under 37 C.F.R. 1.137[(b)] is whether the delay on the part of the party having the right or authority to reply to avoid abandonment (or not reply) was unavoidable or unintentional. When the applicant assigns the entire right, title and interest

in an invention to a third party (and thus does not retain any legal or equitable interest in the invention), the applicant's delay is irrelevant in evaluating whether the delay was unavoidable or even unintentional." *See* Decision Pg. 2 ¶ 6; emphasis added; citing Kim v. Quigg, 718 F. Supp. 1280, 1284 12 USPQ2d 1604, 1607-08 (E.D. Va. 1989).

The Decision states that since the Application was assigned to Union Recovery Corporation (hereafter "URC") when it became abandoned, the declaration of Mr. Larry V. Lunt in the Renewed Petition is insufficient since URC, not Mr. Lunt, was the owner of the Application at the time. *See* Decision Pg. 3 ¶ 3. As such, the Office requires that the party in control of the Application declare that abandonment of the Application was unintentional. *See* Decision Pg. 3 ¶ 3. This party is URC.

To account for the delay in reply that originally resulted in the abandonment of the Application, Petitioner submits with this Second Renewed Petition, a signed declaration of Mr. Jason J. Kap under 37 C.F.R. § 1.132. Mr. Kap was the Chairman of the Board of Directors of URC during the time the Application was assigned to URC (between May 24, 2002, and December 14, 2006). As Chairman of URC, Mr. Kap was in a position to have firsthand or direct knowledge of the facts and circumstances relating to abandonment of the Application and delay in filing of a grantable petition pursuant to 37 C.F.R. § 137(b). In his declaration, Mr. Kap avers that inaction resulting in abandonment of the Application and URC's subsequent failure to file any petition to revive the Application was unintentional and due to lack of financial resources. *See* Declaration of Mr. Kap ¶ 3-6.

In further support of Mr. Kap's statement, Petitioner submits with the Second Renewed Petition, a copy of the "Declaration of Michael Krieger in Support of Plaintiff Kirton & McConkie, P.C.'s Reply in Support of Their Motion for Partial Summary Judgment" filed with the King County Court Clerk in Seattle, WA, on June 30, 2006 (hereafter the "MK Litigation Declaration"). The MK Litigation Declaration was filed as part of a lawsuit between Kirton & McConkie (hereafter "K&M") and URC regarding, *inter alia*, a claim of malpractice against Mr.

Krieger and unpaid legal fees. One of the disputed issues in the lawsuit was whether a default judgment obtained by K&M to transfer the Application from URC to K&M on December 8, 2004, was valid and enforceable. Although this issue was not definitively resolved by the court, as part of the settlement agreement, URC conveyed the Application to K&M on November 7, 2006. Of course, the conveyance of November 7, 2006, would have been unnecessary had K&M's default judgment entered on December 8, 2004, been considered to be valid and binding. As such, URC was the party having the right and authority to control the Application up until the November 7, 2006, assignment back to K&M. On December 14, 2006, K&M assigned the Application to Ensign Holdings, LLC.¹

Mr. Krieger provided legal services to URC through K&M and represented URC before the patent office in 2003 when the Application became abandoned. In the MK Litigation Declaration, Mr. Krieger confirms that URC's abandonment of the Application was unintentional and due to lack of financial resources. Specifically, Mr. Krieger states that URC informed him that it was unable to invest funds to pursue the Application or avoid abandonment of the Application. *See* MK Litigation Declaration ¶ 2.

As discussed above, there was some confusion regarding ownership of the Application from December 8, 2004, to December 14, 2006. However, even if the assignment from URC to K&M on December 8, 2004, was valid, any delay on K&M's part in reviving the Application when it may have been assigned to K&M (between December 8, 2004, and December 14, 2006) was unintentional. In support of this contention, Petitioner has attached hereto a Declaration of Mr. Michael M. Krieger pursuant to 37 C.F.R. § 1.132 (hereafter the "MK 132 Declaration"). As discussed above, Mr. Krieger was the K&M attorney who handled the Application for both

¹ An assignment record of the Application is attached to this Second Renewed Petition (hereafter "Assignment Record"). The Assignment Record shows an entry of a default judgment purportedly conveying the Application to K&M on December 8, 2004. *See* Assignment 3 of the Assignment Record. The Assignment Record shows a subsequent assignment from URC to K&M on November 6, 2006.

Tarian and URC. In the MK 132 Declaration, Mr. Krieger avers that any delay in reviving the application from December 8, 2004, to December 14, 2006, was unintentional. As such, even in the event that the 2004 Assignment from URC to K&M could be considered valid, the MK 132 Declaration establishes that the delay on K&M's part was unintentional.

Regarding the delay in filing a petition to revive the Application after it came under the control of Mr. Lunt, Petitioner refers to the declaration of Mr. Larry V. Lunt under 37 C.F.R. § 1.132 filed with the Renewed Petition (hereafter "Original Declaration of Mr. Lunt"). A copy of the Original Declaration of Mr. Lunt is attached to this Second Renewed Petition. As discussed in the Renewed Petition, Mr. Lunt is a person in a position to have firsthand or direct knowledge of the facts and circumstances regarding the delay causing abandonment and any delay in filing a grantable petition to revive the Application. The Original Declaration of Mr. Lunt establishes that he was the sole controlling shareholder of Tarian LLC, the original Assignee of the Application, and that any failure to respond before the Application was transferred to URC was unintentional. *See* Original Declaration of Mr. Lunt ¶¶ 1-3; and ¶¶ 7-11.

With respect to the delay in filing an initial Petition to Revive the Application after it came under Mr. Lunt's control, Mr. Lunt's Original Declaration states that the first Petition to Revive the Application was filed shortly after the Application was transferred to an entity under his control. *See* Declaration of Mr. Lunt ¶ 18. This transfer occurred on December 14, 2006, and the first Petition to Revive the Application was filed shortly thereafter on January 30, 2007.

In addition, Petitioner has attached hereto a Second Declaration of Mr. Larry V. Lunt under 37 C.F.R. § 1.132 (hereafter "Second Declaration of Mr. Lunt"). In the Second Declaration of Mr. Lunt, Mr. Lunt states that any delay in filing a grantable petition occurring from the time the Application was transferred to an entity under Mr. Lunt's control (December 14, 2006) until a grantable petition, was unintentional.

CONCLUSION

37 C.F.R. § 1.137(b) identifies three periods to be considered during evaluation of a petition: (A) the delay in reply that originally resulted in the abandonment; (B) the delay in filing an initial petition to revive the application; and (C) the delay in filing a grantable petition to revive the application. *See* 37 C.F.R. § 1.137(b).

As discussed above, the declaration of Mr. Kap establishes that the delay resulting in abandonment of the Application was unintentional. *See* Declaration of Mr. Kap ¶¶ 4-6. As Chairman of the Board of Directors of the assignee of the Application, Mr. Kap was in a position to have first hand or direct knowledge of the facts and circumstances surrounding the delay at issue and represents a party having the right and authority to reply to avoid abandonment. *See* Declaration of Mr. Kap ¶¶ 1-3. As such, this Second Renewed Petition establishes that the (A) the delay in reply that originally resulted in the abandonment of the Application, (B) the delay in filing an initial petition to revive the Application, and (C) the delay in filing a grantable petition to revive the Application while it was assigned to URC was unintentional. *See* 37 C.F.R. § 1.137(b). In addition, this Second Renewed Petition provides evidence in support of Mr. Kap's declaration. The MK Litigation Declaration confirms that URC's failure to prevent the Application from becoming abandoned and subsequent failure to revive the Application was unintentional and due to a lack of financial resources.

Moreover, even if the application was assigned to K&M from December 8, 2004, to December 16, 2006, any delay in reviving the Application during that time was unintentional as established by the Declaration of Mr. Michael Krieger attached hereto.

Also as discussed above, the Declarations of Mr. Lunt establish that the delay in reply that originally resulted in abandonment of the Application, and the delay in filing a grantable petition to revive the Application once it was returned to an entity under Mr. Lunt's control was unintentional. *See* 37 C.F.R. § 1.137(b).

Finally, Petitioner respectfully submits that Petitioner has been diligent and timely in every way after discovering the unintentional delay that originally resulted in abandonment, in filing the original petition, the Renewed Petition, and in obtaining a declaration from Mr. Kap in support of this Second Renewed Petition. Moreover, petitioner has submitted herewith the Second Declaration of Mr. Lunt, wherein Mr. Lunt states that any delay from the time the Application was transferred to an entity under his control to the filing of a grantable petition was unintentional.

Since this Second Renewed Petition establishes that: (A) the delay in reply that originally resulted in abandonment was unintentional; (B) the delay in filing the initial petition to revive the application was unintentional; and (C) the delay in filing a grantable petition to revive the application was unintentional, Petitioner respectfully submits that the Application is complete and ready for examination. Moreover, Petitioner respectfully submits that the declarations of Mr. Kap and Mr. Lunt represent declarations of those having firsthand or direct knowledge of the pertinent events, and that Mr. Kap and Mr. Lunt represent persons having a “party having the right or authority to reply to avoid abandonment” during each of the relevant time periods.

If the Office of Petitions has further questions regarding this issue, please contact the undersigned.

Respectfully submitted,

/John R. Thompson/

John R. Thompson

Reg. No. 40,842

Attorney for Petitioner(s)

Date: April 2, 2008

STOEL RIVES LLP

One Utah Center

201 South Main Street, Suite 1100

Salt Lake City, UT 84111

Telephone: (801) 578-6994

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Docket No. 36360/1.14

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Rick V. Murakami et al.

Confirmation No. 4149

Application No. 09/814,607

Filed: March 22, 2001

For: **METHOD FOR BIOMETRIC
AUTHENTICATION THROUGH
LAYERING BIOMETRIC TRAITS**

Group Art Unit: 2131

Examiner: Aravind K. Moorthy

Attorney Docket No. 36360/1.14

Date: October 8, 2007

37 CFR § 1.132 Declaration of Larry V. Lunt

TO THE COMMISSIONER FOR PATENTS:

1. The U.S. Pat. App. No. 09/814,607 to Murakami, et al. (hereafter the "607 Application") was filed with Tarian LLC (hereinafter "Tarian") listed as the Assignee.
2. Tarian was set up by a group of investors with the specific object of promoting and exploiting the invention that is the subject of the above referenced patent application, and other allied inventions made by the same group of inventors.

3. I was the sole controlling member of Tarian.
4. I am a Brigadier General in the reserve forces of the United States Air Force. Immediately subsequent to the terrorist attacks on September 11, 2001, I was called up to fulfill my military responsibilities. I began duty immediately after the attacks of September 11, 2001 and continued fulfilling those duties until I retired in November of 2003.
5. As the senior commander of five operational air force units I had the responsibility for the training and deployment of over 1500 men and women both within the United States and overseas. My duties involved extensive traveling inside and outside the United States. This left me no time to continue the project for which I had invested in Tarian.
6. During my tour of duty, near the beginning of 2002, contact was made with another group of investors who also saw great potential in the invention. This group of investors styled themselves Union Recovery Corporation (hereinafter "URC"). URC expressed an interest in buying out the Tarian shareholders, and taking an assignment of the intellectual property owned by Tarian.
7. The Tarian investors made certain investigations to ascertain the ability of URC to be able to pay the cost of buying out the Tarian investors, and satisfied themselves, based on the known personal wealth of the URC investors, that URC had sufficient assets. One of the URC investors was Jason Kap, a senior member of Microsoft. Mr. Kap's position and standing at Microsoft was taken as sufficient confirmation of URC's ability to meet the commitments in the Asset Acquisition Agreement of 24 May 2002 (hereinafter "the Agreement").
8. Because of my military commitments, I had to deal with the negotiations and processing of this "sale" to URC quickly. Kevin Nelson, a minority interest holder in Tarian, handled all of the contact and negotiations with URC. I never spoke or interfaced with anyone from URC. The Agreement was signed on May 24, 2002.
9. Under Article 2.2 of the Agreement, the assets, including the intellectual property owned by Tarian concerning the '607 Application, were deemed assigned to URC as at the Closing Date (May 25, 2002). The agreement provided URC would make an initial payment 90 days after the Closing Date and subsequent payments on the anniversary of the Closing Date for six years.
10. Because of the deemed assignment, I assumed that URC would be continuing with the regular processing of the '607 Application, including responding to office actions and paying any fees which became due. URC had appeared fully committed to the project and the patent applications at the time the Agreement was signed.

11. Tarian's previous patent counsel, Kirton and McConkie (hereinafter "K&M"), was instructed by URC to continue processing the patent applications under the Agreement. K&M accepted those instructions and continued to act. Naturally, URC was to take over payment of legal fees for the regular processing of the patent applications.

12. On November 19, 2002, U.S. Patent Application No. 10/300,659 was filed by the URC investors. This filing supported my assumption that URC (a) intended to honor the Agreement, (b) believed the intellectual property to be patentable and valuable, and (c) would continue the regular processing of all the patent applications, including the '607 Application.

13. No payments were made at any time by URC or any of the URC investors to Tarian or the Tarian investors.

14. At the time the first payments were due to Tarian, in approximately August of 2002, I was fully occupied with my military duties, both in the United States and overseas, and the nature of my military duties made it difficult for me to take action to follow up on the unpaid monies from URC.

15. During October, November and December of 2002, a series of letters were sent to URC demanding performance and payment under the Agreement. URC never complied.

16. After retiring in November 2003, I continued under the impression that the assets, including the '607 Application, were in the control of URC.

17. Only after it became apparent that URC was not committed to the project, and was not going to honor the Agreement or make any payments under the Agreement, did I have reason to doubt the legitimacy of the assignment of assets.

18. In approximately December of 2004, K&M called me to inform me that they had foreclosed an attorney's lien on the assets in an action against URC to collect payment of attorney's fees. K&M called to inform me that they held ownership of the assets and planned to sell them and asked me if I was interested.

19. Ownership of the assets was not transferred back to an entity under my control until December 14, 2006. Shortly after I contacted my attorney to revive the '607 Application.


20. In light of the foregoing circumstances, any delay in processing the subject application resulted from my inability during my military responsibilities to track the progress of the subject application and my mistaken belief that I did not need

to track the progress of the subject application. Therefore, any such delay was unintentional.

21. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Date: 5 Oct 07

A handwritten signature in cursive script, appearing to read "Larry V. Lunt", written over a horizontal line.

Larry V. Lunt
Ensign Holdings, LLC
275 East South Temple
Suite 250
Salt Lake City, UT 84111

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Rick V. Murakami et al.

Confirmation No. 4149

Application No. 09/814,607

Filed: March 22, 2001

For: **METHOD FOR BIOMETRIC
AUTHENTICATION THROUGH
LAYERING BIOMETRIC TRAITS**

Group Art Unit: 2131

Examiner: Aravind K. Moorthy

Attorney Docket No. 36360/1.14

Date: February 12, 2008

37 CFR § 1.132 Second Declaration of Larry V. Lunt

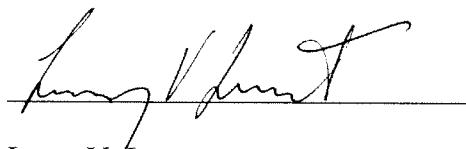
TO THE COMMISSIONER FOR PATENTS:

1. The U.S. Pat. App. No. 09/814,607 to Murakami et al. (hereafter the “the Application”) was filed with Tarian LLC (hereinafter “Tarian”) listed as the Assignee.
2. Ownership of the Application was not transferred back to an entity under my control until December 14, 2006. Shortly thereafter, I contacted my attorney to revive the Application.
3. Any delay from the time the Application was transferred to an entity under my control, December 14, 2006, until the submission of a grantable petition to revive the Application was unintentional.

4. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Date: 14 Feb 08

A handwritten signature in black ink, appearing to read "Larry V. Lunt", is written over a horizontal line.

Larry V. Lunt
Ensign Holdings, LLC
275 East South Temple
Suite 250
Salt Lake City, UT 84111

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Murakami et al.

Confirmation No. 4149

Application No. 09/814,607

Filed: March 22, 2001

For: **METHODS FOR BIOMETRIC
AUTHENTICATION THROUGH
LAYERING BIOMETRIC TRAITS**

Group Art Unit: 2131

Examiner: Aravind K. Moorthy

Attorney Docket No. 36360/1.14 (formerly 9437.15)

Date: January 31, 2008

DECLARATION UNDER 37 C.F.R. § 1.132

I, Jason L. Kap, hereby declare that:

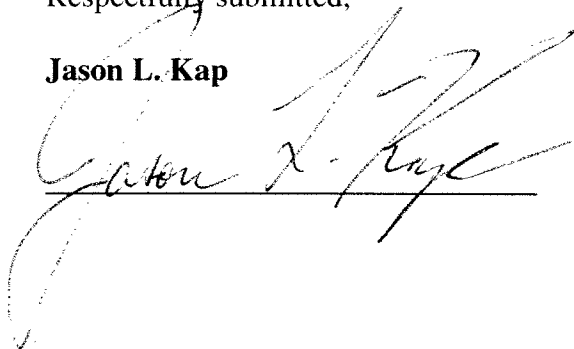
1. I am the Chairman of the Board of Directors of Union Recovery Corporation (hereafter "URC") and served in this capacity from at least May 24, 2002 to at least December 14, 2006.
2. I believe that on May 24, 2002 Tarian, LLC assigned its interest in the above-identified application (hereafter "Application") to URC (effective May 25, 2002). *See* Assignment History of 09/814,607 attached hereto as Exhibit 1.
3. I believe that Ensign Holdings regained control of the Application on December 14, 2006. *See* Exhibit 1.
4. Abandonment of the Application while it was assigned to URC (beginning May 25, 2002 until, at the latest, December 14, 2006) was unintentional.
5. Failure to respond to the Office Action issued for the Application mailed March 26, 2003 (hereafter "Office Action") and the notice of abandonment mailed October 1, 2003 (hereafter "Notice") resulting in abandonment of the Application was unintentional and due to a lack of financial resources.

6. Failure to revive the Application following abandonment was unintentional and due to a lack of financial resources.

7. I declare that those statements made of my own knowledge are true and that all statements made on information or belief are believed to be true. This declaration is being made knowing that willful false statements and the like are punishable by fine or imprisonment, or both (18 U.S.C. § 1001), and may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Jason L. Kap

A handwritten signature in cursive script, appearing to read "Jason L. Kap", is written over a horizontal line. The signature is fluid and stylized, with a large initial "J" and "K".

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Rick V. Murakami et al.

Confirmation No. 4149

Application No. 09/814,607

Filed: March 22, 2001

For: **METHOD FOR BIOMETRIC
AUTHENTICATION THROUGH
LAYERING BIOMETRIC TRAITS**

Group Art Unit: 2131

Examiner: Aravind K. Moorthy

Attorney Docket No. 36360/1.14

Date: February 27, 2008

37 CFR § 1.132 Declaration of Michael M. Krieger

TO THE COMMISSIONER FOR PATENTS:

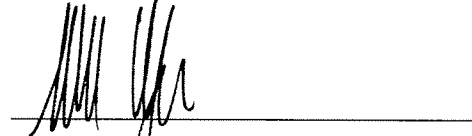
1. I am a shareholder of Kirton & McConkie, P.C. ("K&M"). K&M filed U.S. Pat. App. No. 09/814,607 to Murakami et al. (hereafter the "the Application") in our capacity as patent counsel of Tarian LLC on March 22, 2001.
2. I believe that on or about May 24, 2002, Tarian LLC entered into an agreement with Union Recovery Corporation ("URC") to sell the Application, along with other assets, to URC.
3. I believe that on or about May 24, 2002, Tarian LLC assigned the Application to URC.

4. K&M was retained as patent counsel of URC as of May 24, 2002.
5. During the course of 2003, Richard Bennett of URC informed me that URC was not able to invest further funds to pursue the Application or to prevent abandonment of the Application.
6. In an Examiner interview on October 3, 2003, regarding the Application, I told the Examiner that “no reply was being sent in response to the outstanding action and that no reply was going to be sent” for the Application. This statement was not an intentional Abandonment of the Application. Rather, the statement reflected URC’s inability to invest further funds to pursue the Application. No reply could be sent because URC was financially unable to do so.
7. On or about September 22, 2004, K&M filed a Complaint with the Third District Court in Salt Lake County, Utah (case No. 040920037) against URC to foreclose on an attorney’s lien on, *inter alia*, the Application to collect its outstanding fees and costs.
8. On November 15, 2004, K&M filed and served upon URC a Notice of Default noting that URC had failed to appear and answer K&M’s complaint. On November 23, 2004, K&M filed the Default Certificate with the Utah court. The Utah court signed and entered an Amended Default Judgment against URC on December 8, 2004.
9. Pursuant to the attorney’s lien, the court assigned the Application to K&M on December 8, 2004 (the “2004 Assignment to K&M”).
10. URC challenged the validity of the 2004 Assignment to K&M in its answer to a complaint filed by K&M in the Superior Court of the State of Washington for King County (case No. 05-2-39215-1 SEA).
11. The litigation between URC and K&M settled in November of 2006. As part of the settlement, URC assigned the Application to K&M. The assignment took place on November 7, 2006. This was done despite the 2004 Assignment to K&M that purportedly assigned the Application to K&M two years earlier.
12. K&M assigned the Application to Ensign Holdings, LLC on December 14, 2006.
13. Even if the 2004 Assignment to K&M was valid, and K&M was the party having the right and authority to control the application from December 8, 2004, to December 14, 2006, any delay in reviving the Application during that time (from December 8, 2004, to December 14, 2006) on K&M’s part was unintentional.

14. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Date: 2/23/08

A handwritten signature in black ink, appearing to read "Michael M. Krieger", is written over a horizontal line.

Michael M. Krieger
Kirton & McConkie
1800 Eagle Gate Tower
60 East South Temple
P.O. Box 45120
Salt Lake City, Utah 84145-0120

FILED

2006 JUN 26 PM 5:11

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

Hon. Gregory P. Canova
June 30, 2006, at 9:45 a.m.

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KIRTON & McCONKIE, PC, and TARIAN,
LLC,

Plaintiffs,

vs.

UNION RECOVERY CORPORATION, a
Washington corporation,

Defendant.

No. 05-2-39215-1 SEA

SUPPLEMENTAL DECLARATION OF
MICHAEL KRIEGER IN SUPPORT OF
PLAINTIFF KIRTON & McCONKIE,
P.C.'S REPLY IN SUPPORT OF THEIR
MOTION FOR PARTIAL SUMMARY
JUDGMENT

Michael Krieger, states and declares as follows:

1. I am a shareholder for Kirton & McConkie, P.C. in the above-referenced matter. I am competent to testify to the matters set forth herein, and testify herein from personal knowledge. This declaration is supplemental to my declaration previously sworn on May 1, 2006.

2. During the course of 2003, Richard Bennett of URC informed me that URC was not able to invest further funds to pursue the patent applications. I informed him the patents would lapse unless funds were provided to pay necessary fees.

Bennett indicated that URC would never be in a capacity to pay our

(5108863.DOC) DECLARATION OF MICHAEL KRIEGER IN
SUPPORT OF PLAINTIFF KIRTON & McCONKIE,
P.C.'S REPLY IN SUPPORT OF THEIR MOTION FOR
PARTIAL SUMMARY JUDGMENT - 1
DOCS-#903909-v1-krieger_declaration_06-25-06.DOC

LEE-SMART-COOK-MARTIN & PATTERSON

P.S., Inc. • Pacific Northwest Law Offices
1800 One Convention Place • 701 Pike Street • Seattle • WA • 98101-3929
Tel. 206.624.7990 • Toll Free 877.624.7990 • Fax 206.624.5944

ORIGINAL

1 outstanding fees of \$43,546.00 and that they would have to let the patent applications lapse.
2 While I cannot recall the precise date of this conversation I believe it occurred in 2003.
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(5108163.DOC) DECLARATION OF MICHAEL KRIEGER IN
SUPPORT OF PLAINTIFF KIRTON & McCONKIE,
P.C.'S REPLY IN SUPPORT OF THEIR MOTION FOR
PARTIAL SUMMARY JUDGMENT - 1
DOCS-#903909-v1-krieger_declaration_06-23-06.DOC

LEE-SMART-COOK-MARTIN & PATTERSON

P.S., Inc. - Pacific Northwest Law Offices
1800 One Convention Place - 701 Pike Street - Seattle - WA - 98101-3929
Tel. 206.624.7990 - Toll Free 877.624.7990 - Fax 206.624.5944

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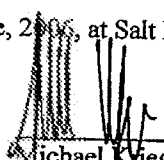
[REDACTED]

14. [REDACTED]

15. [REDACTED]

I declare under penalty of perjury under the laws of the State of Washington,
that the foregoing is true and correct.

EXECUTED this 23 day of June, 2006, at Salt Lake City, Utah.



Michael Krieger

**United States Patent and Trademark Office**

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Total Assignments: 7**Patent #:** NONE**Issue Dt:****Application #:** 09814607**Filing Dt:** 03/22/2001**Publication #:** 20020138768**Pub Dt:** 09/26/2002**Inventor:** *** PALM SYSTEM IS NOT AVAILABLE *****Title:** Method for biometric authentication through layering biometric traits**Assignment: 1****Reel/Frame:** 012017/0508**Recorded:** 07/26/2001**Pages:** 4**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).**Assignors:** MURAKAMI, RICK V.**Exec Dt:** 07/15/2001HINTON, CLARK T.**Exec Dt:** 07/15/2001PETTIT, MATTHEW W.**Exec Dt:** 07/15/2001**Assignee:** TARIAN LLC

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Assignment: 2**Reel/Frame:** 017886/0522**Recorded:** 05/11/2006**Pages:** 42**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).**Assignor:** TARIAN LIMITED LIABILITY COMPANY**Exec Dt:** 05/24/2002**Assignee:** UNION RECOVERY CORPORATION

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Assignment: 3**Reel/Frame:** 015656/0027**Recorded:** 02/07/2005**Pages:** 6**Conveyance:** AMENDED DEFAULT JUDGMENT**Assignor:** UNION RECOVERY**Exec Dt:** 12/08/2004**Assignee:** KIRTON & MCCONKIE

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Assignment: 4**Reel/Frame:** 018205/0212**Recorded:** 08/18/2006**Pages:** 2**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).**Assignors:** TARIAN TECHNOLOGIES, INC.**Exec Dt:** 12/10/2004TARIAN TECHNOLOGIES, L.L.C.**Exec Dt:** 12/10/2004TARIAN L.L.C.**Exec Dt:** 12/10/2004**Assignee:** KIRTON & MCCONKIE, P.C.

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Assignment: 5**Reel/Frame:** 015676/0872**Recorded:** 02/15/2005**Pages:** 4**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).**Assignor:** KIRTON & MCCONKIE**Exec Dt:** 02/14/2005**Assignee:** ENSIGN HOLDINGS, LLC

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Assignment: 6**Reel/Frame:** 018707/0585**Recorded:** 12/21/2006**Pages:** 4**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).**Assignor:** UNION RECOVERY CORPORATION**Exec Dt:** 11/07/2006**Assignee:** KIRTON & MCCONKIE

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Assignment: 7**Reel/Frame:** 018707/0600**Recorded:** 12/21/2006**Pages:** 4**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).**Assignor:** KIRTON & MCCONKIE**Exec Dt:** 12/14/2006**Assignee:** ENSIGN HOLDINGS

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